

**2001 - 2003 LABOR AGREEMENT
WISCONSIN STATE EMPLOYEES UNION
ALL UNITS (ASU, BC, LE, TECH, PSS AND SPS)
SUMMARY OF CHANGES**

The following is a summary of the changes to the 2001-2003 Wisconsin State Employees Union (WSEU) labor agreement. Language provided in the Summary of Changes column is paraphrased only. Consult the 2001-03 WSEU Agreement for the complete provisions.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>II</u>	2/4/4	<u>UNION RECOGNITION</u> <u>Release of Information:</u> Employer agrees to not release employee information to the press and to allow for the disclosure to financial institutions or other businesses when the employee requests and consents.
	2/7/1 2/7/2	<u>Printing of Agreement:</u> Employer and Union will agree on a printer, the cost of printing and the number of contracts to be printed. Each party will pay for the number of agreements they ordered. 2/7/2 deleted since no longer relevant.
	2/9/3	<u>E-Mail Use:</u> Sunset extended to the expiration of this agreement.
<u>IV</u>	4/1/2 4/1/3	<u>GRIEVANCE PROCEDURE</u> <u>Union Representation:</u> A grievant may not represent him or herself. Only the designated grievance representative may represent the grievant. Employer agrees to notify the Local union representative if an employee brings a grievance to the Employer's attention without first notifying the Union.
	4/1/5	<u>Release of Grievance Files:</u> Employer and Union agree to not release any open or closed grievance or arbitration file to another organization or person not representing the Union or Employer unless each party consents or release is required by the WERC or a court of law.
	4/2/1	<u>Pre-filing:</u> The Local Union representative and the employee will contact the employee's immediate supervisor when they become aware of circumstances, other than disciplinary, which may result in the filing of a grievance. Both parties agree to provide any and all documents available, if requested.
	4/2/5	<u>Step One:</u> To clarify the language, the hearing shall include the local union representative.
	4/2/6	<u>Step Two:</u> To clarify the language, the hearing shall include the local union representative.
	4/2/10	<u>Discharge Cases:</u> Arbitrations for discharge cases will be heard within one (1) year from the date of appeal.
	4/3/6 4/3/7 4/3/8	<u>Arbitration Preparation:</u> Parties will submit exhibits to each other three (3) days prior to the arbitration. Names of witnesses testifying at arbitrations will be shared with the other party three (3) days prior to the arbitration. Any disputes which arise under 4/3/6 and 4/3/7 will be resolved by DER and Council 24.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>IV</u>	4/8/1 4/8/2	<u>GRIEVANCE PROCEDURE (CONT'D)</u> <u>Processing Grievances</u> : Grievant and Union Official will be permitted a reasonable amount of time without loss of pay to process grievance from pre-filing step through step 3. Designated grievance rep will be permitted a reasonable amount of time without loss of pay to investigate and process grievances from pre-filing step through step 3.
	4/8/3	<u>Information Sharing</u> : The parties agree to provide all documents and information available, if requested, at the pre-filing step, step 1, step 2 or when appropriate. Information shall be available to the union prior to step 2 at no cost unless the cost exceeds \$50.00.
	4/8/8	<u>Information Requests</u> : Both parties have the responsibility to share information when available. If requested, the information shall be provided to the union prior to the 2 nd step grievance process.
	4/9/5	<u>Discipline</u> : Following an investigation, the Employer agrees to notify the employee and the union representative, if present during the investigation, if the Employer concludes no discipline will be taken.
	4/9/8	<u>Verbal Reprimands</u> : Supervisor will tell employee that he/she is being verbally reprimanded at the time of reprimand. Employer agrees to not put verbal reprimands in writing, place in the employee's personnel file or use as a step in progressive discipline. Provision sunsets at expiration of contract.
	4/13/1	<u>Complaint Procedure</u> : Provision eliminated.
<u>V</u>		<u>SENIORITY</u>
	5/1/4	<u>Reinstatement Eligibility</u> : Extends eligibility from 3 to 5 years.
<u>VI</u>		<u>HOURS OF WORK</u>
	6/4/1	<u>Scheduling of Compensatory Time</u> : Comp time not used in the first four (4) months of a new calendar year will be converted to cash payment on May 1 st of that year. Employer will accommodate employee requests for comp time use unless use is disruptive to operations, however, comp time accrued in excess of sixty (60) hours may be scheduled at Employer's convenience. Exception: Seasonal employees and any negotiating note or local agreement in effect on Jan. 1, 2003, which provides a greater benefit. For State Patrol Troopers and Inspectors with two banks of comp time, FLSA and non-FLSA, the sixty (60) hours will apply to each bank separately.
<u>VIII</u>		<u>LAYOFF PROCEDURE</u>
	8/4/1	<u>Reduction in Hours</u> : Reference to 8/14/2 added.
	8/6/3	<u>Restoration</u> : Reference to 8/9/1 added.
	8/15/1/C	<u>Layoff Assistance</u> : Reference to 8/15/2 added.
	8/15/2	<u>Layoff Assistance</u> : Updated from Layoff Referral Service (LRS) to Employee Referral Service (ERS).

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>IX</u>	9/8/1	<u>HEALTH, SAFETY & MISCELLANEOUS</u> <u>Employee Health & Safety</u> : Employer will provide testing for and treatment of Hepatitis C and TB under worker's compensation.
	9/10/3	<u>Foot Protection</u> : DATCP SPS employees required to wear safety shoes will receive \$35.00 per term of agreement.
	9/10/4/A	<u>Foot Protection</u> : DNR Forestry Technician and Forestry Technician-Adv classifications who are assigned fire protection duties and required to wear safety boots shall receive \$40.00 per term of agreement.
	9/17/3/B	<u>Eyeglasses</u> : Employer will provide status report to employee within thirty (30) days of employee's request for glasses.
<u>XI</u>	11/2/7/B	<u>MISCELLANEOUS</u> <u>Union-Management Meetings</u> : (PSS) Employer (DHFS) agrees to increase the number of bargaining unit members to seven (7).
	11/2/8W, X	<u>Union-Management Meetings</u> : (AS) Employer agrees to discuss and educate employees on layoff and layoff process. (AS, BC, T) Employer agrees to discuss use of surveillance cameras except those established in the course of a police investigation of possible criminal conduct.
	11/2/9/F	<u>Cost of Union-Management Meetings</u> : (PSS) Provision deleted.
	11/5/4	<u>Uniforms</u> : (SPS) With supervisor approval, Environmental Wardens may purchase two (2) sport coats/blazers and two (2) dress shirts/blouses at Employer's expense during first twelve (12) months following initial appointment. Each following fiscal year, may purchase one (1) replacement coat/blazer and one (1) replacement shirt/blouse. Supervisors will establish a reasonable price based on budgets.
	11/6/4	<u>Damaged Personal Property</u> : Employee may file a claim with Wisconsin Claims Board for lost, stolen or damaged personal property.
<u>XII</u>	12/1/2	<u>WAGES</u> <u>Wage Adjustments</u> : Please refer to DER/DCLR Bulletin regarding the specifics on all wage language changes including general wage adjustments, market adjustments and add-ons.
<u>XIII</u>	13/5/12	<u>EMPLOYEE BENEFITS</u> <u>Use of Sick Leave</u> : Extend restoration of unused accumulated sick leave from three (3) to five (5) years.
	13/5/17	<u>Sick Leave Make up</u> : When sick leave is used for bereavement, an employee may request to make-up a maximum of 24 hours per calendar year of sick leave. Make-up time must occur within same bi-weekly pay period as the bereavement time off and shall not result in overtime.
	13/6/7/C	<u>Vacation Carryover</u> : (PSS) Increase hours from sixteen (16) to twenty-four (24).

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>XIII Cont'd</u>	13/7/3	<u>Leave for Promotional Exams</u> : (AS, BC, SPS, T) 3 rd shift employees may choose an option in either 13/7/4 or 13/7/5. The option used first at the beginning of a calendar year will be the option used for the remainder of the year.
	13/7/4	<u>Notice for Promotional Exams</u> : (AS, BC, SPS, T) Employees will provide five (5) day notice.
<u>NEG. NOTES</u>	13/7/5	<u>Professional Exams</u> : Provision applies to three (3) promotional exams per calendar year. (Previously two (2))
	13/7/6	<u>24 Hour Shift Employees</u> : Employees who work 24 hour shifts shall be granted a schedule change for the 24 hours off prior to the exam, if they provide ten (10) day notice.
	13/9/1	<u>Holidays</u> : Updated dates
	13/9/5	<u>Holiday Premium Pay</u> : Update dates
	13/12/2	<u>Election Officials</u> : Employees appointed as Election Officials for public elections may serve without loss of pay for scheduled work hours on a public primary or general election day. Employees must provide seven (7) calendar day notice and written proof.
	7	<u>Overtime for DNR Tech, BC and SPS Rangers</u> : Reference to Negotiating Note 51 deleted.
	10	<u>SPS Ag Inspectors</u> : Deleted.
	16	<u>Complaint Procedure</u> : (PSS) Negotiating note eliminated.
	15	<u>Pay Progression</u> : (New) Offender Classification Specialist classification.
	29	<u>Annual Leave Schedule-Fire Crash Rescue</u> : Schedule is based on ninety-six (96) hours per pay period per calendar year and will be prorated for more or less hours worked.
	31	<u>Correctional Officer and Correctional Sergeant Transfers</u> : Correctional Officers and Correctional Sergeants may transfer between DOC and DHFS. Transfers subject to training requirements imposed by the DOC and DHFS.
	34	<u>Pay Progression</u> : (New) Employment and Training Counselor classification.
	35	<u>Vocational Rehabilitation Counselor 4 and Probation and Parole Agent 4</u> : Provision eliminated.
	51	<u>Scheduling of Comp Time</u> : Deleted. See 6/4/1.
	59	<u>Telecommuting</u> : Sunset extended to June 30, 2003.
	60	<u>Power Plant Add On</u> : Classifications to be included are Power Plant Assistant, Power Plant Operator, Power Plant Operator-Senior and Power Plant Operator-In Charge. Add On reduced from \$3 to \$2 at UW-Madison Charter Street and UW-Milwaukee and from \$2 to \$1 at DOA Capitol Heat and Power.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<p><u>NEG.</u> <u>NOTES</u> <u>cont'd</u></p> <p><u>MOU</u></p>	61	<u>Pay Progression</u> : Classifications include Correctional Officer, Officer, Psychiatric Care Tech and Youth Counselor. If an employee promotes from 05-31 to 05-32 prior to completing twenty-four (24) months in the Correctional Officer or Youth Counselor classifications, their base pay rate will be increased by five percent (5%). One the first pay period following the twenty-four (24) months in pay status while in one of these classifications, employees' pay will be set at the pay rate associated with the two year seniority point on the transaction grid. If an employee demotes prior to completion of the twenty-four (24) months, his or her base pay will be reduced by five percent (5%).
	62	<u>Pay Progression</u> : (New) Social Worker-Corrections classification.
	65	<u>Add On for Fire/Crash Rescue Specialists in DMA</u> : Revisions to the skill categories.
	66	<u>Pay Progression</u> : (New) Employment and Training Specialist classification.
	67	<u>Pay Progression</u> : (New) Labor Market Analyst classification.
	68	<u>Pay Progression</u> : (New) Apprenticeship Training Representative
	69	<u>Pay Progression</u> : (New) Vocational Rehabilitation Counselor classification.
	5	<u>Correctional Sergeant and Youth Counselor Advanced Demotion</u> : Revised to be consistent with new class titles.
	7	<u>Interpersonal Conflicts in the Workplace</u> : Sunset extended through the duration of the 01-03 Agreement.
	10, 13	<u>Layoff Service</u> : Revised from Layoff Referral Service (LRS) to Employee Referral Service (ERS).
	14	<u>Probation and Parole Agent Caseload</u> : Caseload points adjusted for Probation and Parole Agents.
	17	<u>Beepers-Social Workers</u> : Sunset extended through the duration of the 01-03 Agreement.
	18	<u>Beepers-Probation and Parole Agents</u> : Sunset extended through the duration of the 01-03 Agreement.
	19	<u>Electronic Contractual Transfer</u> : Sunset extended through June 30, 2003.
	25	<u>Temporary Transaction Rate for Select Voluntary Demotions DATCP</u> : Sunset extended through the duration of the 01-03 Agreement.
	26	<u>Injured Workers Re-Employment</u> : Employer agrees to notify the Union when considering the medical termination of an employee. At the Union's request, within ten (10) calendar days, the Employer and the designated union rep will meet to discuss the employee's options. The Employer also agrees to meet with the employee and the designated union rep, if the employee consents, to discuss the employee's options. Grievances filed because of a medical termination will be covered under 4/2/10.
	27	<u>SPS Transfers</u> : Sunset extended to June 30, 2003.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>MOU cont'd</u>	28	<u>DOC Wrongful Orders</u> : Sunset extended until June 30, 2003.
	30	<u>DNR Transfers</u> : Sunset extended through duration of 01-03 Agreement.
	34	<u>Information Sharing (New)</u> : Parties agree the sharing of information is vital to a clearer understanding of the issues. Intent of both parties to share information to promote grievance and general problem resolution.
	35	<u>Technological Changes (AS) (New)</u> : Employer agrees to make a good faith effort to provide training when requested.
	36	<u>Pre-filing Process (New)</u> : Clarifies the steps and the importance of pre-filing.
	37	<u>Parking/Public Transit Account (New)</u> : Authorizes participation by WSEU-covered employees in the event ETF develops a system for pre-tax deductions for work-related parking and transit.
	38	<u>Apprenticeship Programs (New)</u> : Parties agree to establish a joint labor/management apprenticeship committee to explore expansion of apprenticeship programs.
	39	<u>Wrongfully Assigned Overtime at Milwaukee Secured Detention Facility (MSDF)</u> : Provides remedy for employees wrongfully ordered to work OT. Employee must notify supervisor if employee believes they are being wrongfully ordered. Employee will be given time to try to find a replacement. If more than five (5) occurrences of wrongful orders within a pay period, the following will apply: the employee will be given the option of cash or comp time for hours wrongfully ordered or, if already paid for wrongfully order hours, the employee will have the option of cash or comp time for the next OT opportunity they work. And, wrongfully ordered employees will receive cash or comp time at their base rate for every hour the employee worked forced overtime.
	40	<u>Correctional Officer Uniforms at DOC</u> : If required by the Employer to wear black shoes and belts, the Employer agrees to pay each uniformed Correctional Officer \$65.00 per calendar year.
	41	<u>Unit Clarification</u> : If the WERC issues a decision on the case between WSEU and SEA, the parties agree that any employee whose base pay rate would be reduced as a result of movement from SEA to WSEU will have his or her base pay rate red-circled for the duration of this MOU. Sunsets at the expiration of this agreement.
	42	<u>Lump Sum Payment</u> : (New) PSS-lump sum payment as part of settlement for ULP filed as a result of 99-01 GWA implementation.

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUMMARY OF CHANGES</u>
<u>APPENDIX</u>	5	<p><u>Section 4 Transaction Pay Adjustments:</u></p> <p>B. Pay while on Probation: PSCIM deleted.</p> <p>C. Pay on Completion of Probation: PSICM deleted.</p> <p>D. Pay on Upward Movement: Clarified.</p> <p>F. Temporary Transaction Rate: New language added.</p>
<u>SIDE LETTER</u>	(not in contract)	<u>Blue Collar Pay Grid:</u> DER agrees to meet and discuss complications caused by the elimination of pay ranges 05 and 06 on the grid during the life of the agreement.
	(not in contract)	<u>Blue Collar Compensation Survey:</u> DER agrees to complete a compensation survey for the following classes: Biotron Operator, Groundskeeper, Gardener
	(not in contract)	<u>Commitment to Discuss ASU Survey:</u> DER agrees to discuss results of ASU survey as it affects Police Communication Operators with the LE bargaining unit.
	(not in contract)	<u>Commitment to Internal Equity Concern:</u> DER agrees to meet and discuss equity concerns with the Tech bargaining unit regarding Therapy Assistant and Teacher Assistant classifications.
	(not in contract)	<u>Commitment to Complete Compensation Survey:</u> DER agrees to complete a compensation survey for the following classes: Grain Inspector, Grain Inspector-Lead Worker, Grain Sampling Technician, Grain Weighing Technician, Cereal Chemist